

This is the exhibit marked “**LTK-8**” referred to in the affidavit of **LOW TUCK KWONG** sworn and subscribed before me by Mr. Low Tuck Kwong who was previously known to me or presented to me adequate identification on 6th August, 2015

Before me

Of Counsel:
BENDET, FIDELL, SAKAI & LEE
ATTORNEYS AT LAW
A LAW CORPORATION

FILED
U.S. BANKRUPTCY COURT
99 MAR 18 PM 2:03

SCOTT I. BATTERMAN 5017-0
1500 Davies Pacific Center
841 Bishop Street
Honolulu, Hawaii 96813
Telephone No. (808) 524-0544

HOWARD M. LOEB
HOWARD M. LOEB P.C.
23586 Calabasas Road, Suite 101
Calabasas, California 91302
Telephone No. (818) 222-7788

STEVEN R. FOX
LAW OFFICES OF STEVEN R. FOX
17835 Ventura Boulevard, Suite 206
Encino, California 91316
Telephone No. (818) 774-3545

Attorneys for Plaintiff
ASPINALL'S CLUB LIMITED

UNITED STATES BANKRUPTCY COURT

DISTRICT OF HAWAII

In re

SUKAMTO SIA,
fka Sukarman Sukamto,

Debtor.

ASPINALL'S CLUB LIMITED,

Plaintiff,

vs.

SUKAMTO SIA, fka SUKARMAN
SUKAMTO,

Defendant.

Case No. 98-04912
(Chapter 11)

Adversary No. 99-0027

FIRST AMENDED COMPLAINT TO
DETERMINE DISCHARGEABILITY OF
DEBT PURSUANT TO 11 U.S.C.
SECTIONS 523 (a)(2), (a)(4) and
(a)(6); EXHIBIT A

I HEREBY CERTIFY THAT A COPY
WAS MAILED TO THE IRS ON:

MAR 18 1999

2

FIRST AMENDED COMPLAINT TO DETERMINE DISCHARGEABILITY OF DEBT
PURSUANT TO 11 U.S.C. SECTIONS 523 (a)(2), (a)(4) and (a)(6)

COMES NOW Plaintiff ASPINALL'S CLUB LIMITED ("Plaintiff"), by and through and its above-named attorneys, and as and for its Complaint to Determine Dischargeability of Debt Pursuant to 11 U.S.C. §§ 523(a)(2), 523(a)(4) and 523(a)(6), complains of the Defendant as follows:

JURISDICTION

1. This Court has jurisdiction over the subject matter of this Complaint as a core proceeding pursuant to 28 U.S.C. §§ 1334 and 157(b)(2)(A)(I) and (O); it is a proceeding to determine dischargeability of a particular debt under 11 U.S.C. § 523. The Defendant/Debtor is SUKAMTO SIA f/k/a/ SUKARMAN SUKAMTO, in In re Sukamto Sia, Case no. 98-04912 (D. Hawaii) (hereinafter "Defendant"). As stipulated by the parties and so ordered by the Court, the Court has fixed March 16, 1999, as the last day for Plaintiff to file a complaint to object to the discharge of the Debtor and to determine dischargeability of debt.

PARTIES

2. The Defendant filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on or about November 6, 1998. Defendant was and is the controlling

person in the Bank of Honolulu and numerous companies located in the United States and abroad.

3. Plaintiff is an English corporation authorized to transact business pursuant to English law and operates a casino which is located in London, England, United Kingdom. Its gaming operations are highly regulated being supervised pursuant to the Gaming Act 1968 which provides in part that no gaming establishment shall make any loan or otherwise provide any credit or release or discharge of any portion of any debt in respect to any losses incurred by any person in the gaming. Gaming Act 1968, Ch. 65, § 16(1). Defendant held membership privileges including checking privileges at Plaintiff's Club.

4. Plaintiff is a creditor of Defendant with claims amounting to U.S. \$3,307,397.50, plus interest.

OPERATIVE FACTS

The Defendant's Education

5. The Defendant holds a Bachelor of business administration from Chaminade University in Honolulu, Hawaii and a certificate in business administration from Middlesex Polytech, in England.

The Defendant's Business Experience and Companies

6. Following graduation from Chaminade University, Defendant was employed by Lakeside Development Inc. as its company treasurer for five years. Thereafter he formed a

company known as Indo Pacific Inc. for the purpose of developing properties. The company was later liquidated. During its existence, the Defendant was its president. The Defendant thereafter incorporated Sukanto Holding Corporation ("SHC") in Hawaii and became its sole stockholder and only president. The Defendant still holds 100% of its stock. The Defendant receives financial reports from SHC personnel. SHC transacts some business under its corporate name and also holds interests in other companies and/or subsidiaries. Neither SHC nor its subsidiaries have been profitable in the past two calendar and/or fiscal years.

The Defendant Taps His Financial Resources
During the Years Prior to the Chapter 11 Filing

7. As set forth in his Schedules and Amended Schedules, the Defendant holds real property interests which all lack equity.

8. Pre-petition, the Defendant purchased life insurance policies and borrowed approximately \$2.7 million against the cash value. The Defendant, as of the filing of his Chapter 11 petition, owed approximately \$1.9 million on these loans.

9. In the years prior to the filing of the Defendant's petition, the Defendant's companies, which held stock interests in other companies, lost value.

10. In the years prior to the filing of the petition, the Defendant borrowed millions of dollars from and took advances from his companies and their subsidiaries. These borrowings came during years when, by the Defendant's admission, the companies were not profitable. In testimony the Defendant did not recall with any specificity what the borrowings and advances were for nor to what uses the monies were put.

11. The Defendant did not receive a stipend or salary from the various companies for a period of years prior to the filing of his Chapter 11 petition.

12. The Defendant, during the 1990s made loans totaling in the millions of U.S. dollars to his various companies. The vast majority of these loans have not been repaid to the Defendant.

13. The Defendant has testified that he will not be receiving financial support from his wife or her family. The Defendant has also testified that his plan of reorganization depends upon an improving Asian economy in order to pay a dividend to his creditors.

14. The Defendant consistently displayed a lack of knowledge concerning the financial condition and the assets and liabilities of the various companies he owns. The Defendant has testified that he has never reviewed financial information concerning SHC.

15. The Defendant maintained a personal account at Bank of America in Singapore. He paid obligations from this account. The Defendant testified that he reviewed the bank balance listed on the monthly statement when he received it but never ascertained whether the bank's reconciliation and accounting were correct.

16. The Defendant holds an indirect interest in the Executive Centre, a large office tower in Honolulu, through MKS Executive Partners. SHC holds the management contract for the building and maintains its corporate offices there. The building is encumbered by a mortgage in favor of Citibank. In or about 1998, Defendant's company, SHC Realty, Inc. and the partnership which Defendant controls, MKS Executive Partners, stopped making payments to Citibank. Citibank has commenced a foreclosure action. The Defendant tried to sell the Executive Centre prior to any foreclosure. The building lacks equity. The property was purchased by the Defendant and/or his companies in 1987 for just under \$50,000,000.00 and has a fair market value substantially less than \$50,000,000.00.

17. In 1996 or 1997, the Defendant either borrowed monies or guaranteed a loan from Bira Bank, an Indonesian bank controlled by the Defendant's father-in-law.

18. The Defendant testified when he received any collection letter from a casino, he would throw the letter out.

19. The Defendant's wife and children live in Singapore. When the Defendant has been in Singapore, and for a period of years, the Defendant has not lived with his spouse and children and has instead stayed with a friend. The Defendant has testified that he cannot obtain financial support from his wife and/or her wealthy father.

Defendant's Gambling at Aspinall's in May 1998

20. The Defendant, on or about May 27, 1998, presented a check in the amount of U.S. \$2,687,260.00 and drawn on an account maintained at the Raffles branch in Singapore of the Bank of America. Thereafter, on or about May 29, 1998, Defendant presented a further check drawn on an account Defendant maintained at a Singapore branch of the Citibank in the sum of U.K. Pounds Sterling £375,000.00, which at the prevailing exchange rate at the time of 1.6537 U.S. dollars per U.K. Pounds Sterling amounted to U.S. \$620,137.50. Copies of the Citibank and Bank of America checks are attached hereto, marked Exhibit "A," and incorporated herein by reference as though set forth in full herein.

21. Thereafter Plaintiff presented Defendants' Bank of America and Citibank checks; but Bank of America and Citibank refused to honor either of the checks.

22. At all times relevant to this complaint, Defendant presented checks at one or more other gambling

establishments and the checks were drawn on the same account at the Bank of America, Singapore as the \$2,687,260.00 check alleged in paragraph 20, above.

FIRST CLAIM FOR RELIEF:
NONDISCHARGEABILITY OF DEBT UNDER 11 U.S.C. § 523(a)(2)(A)

23. Plaintiff realleges paragraphs 1 through 22 as though fully set forth herein.

24. Plaintiff entered into an agreement with Defendant under which Plaintiff allowed Defendant to patronize Plaintiff's club, to gamble there and to utilize Plaintiff's checking privileges. In exchange for the gambling and check writing privileges to enable the Defendant to take part in the gaming, it was agreed between the parties that presentation of any check by Defendant would be a representation that the Defendant's bank account had sufficient monies to cover the amount of the check being presented by Defendant to Plaintiff. There was a pattern of conduct between the parties under which Defendant, when he owed monies to Plaintiff, would present a check to Plaintiff and the check would be honored by Defendant's bank.

25. When Defendant presented his Bank of America check on May 27, 1998 and when he presented his Citibank check on May 29, 1998, Defendant's representations on each occasion to Plaintiff that each of those checks was good was in fact false.

The true facts were that Defendant's accounts on which the checks were drawn lacked funds to cover the check, that Defendant knew that each check was backed by insufficient funds and that Defendant knew or intended that he would not honor either check himself. In addition, the Defendant, at about the same time, had suffered other gambling losses and his business were in poor health such that Defendant knew that the bank accounts on which each check was drawn did not have sufficient funds to make either check to Plaintiff good.

26. Defendant's representations were intended to induce Plaintiff to allow Defendant to patronize Plaintiff's establishment and to gamble there. Defendant's representations were also intended to induce Plaintiff to accept checks Defendant knew, but Plaintiff did not know, was backed by insufficient funds.

27. Defendant incurred gambling losses at Plaintiff's establishment on or about May 27, 1998 and again on or about May 29, 1998. As a result of Defendant's representations, Plaintiff had been induced to and did accept checks backed by insufficient funds.

28. Plaintiff has made demand on Defendant to make his checks good but Defendant has refused to do so.

29. Plaintiff has been damaged by the loss of monies in the amount of U.S. \$3,307,397.50, plus interest.

30. Based on the foregoing, Plaintiff requests an order declaring the above-referenced \$3,307,397.50 debt nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(A).

SECOND CLAIM FOR RELIEF:
NONDISCHARGEABILITY OF DEBT UNDER 11 U.S.C. § 523(a)(2)(B)

31. Plaintiff realleges paragraphs 1 through 22 as though fully set forth herein.

32. Plaintiff entered into an agreement with Defendant under which Plaintiff allowed Defendant to patronize Plaintiff's club, to gamble there and to utilize Plaintiff's checking privileges. In exchange for the gambling and check writing privileges to enable Defendant to take part in the gaming, it was agreed between the parties that presentation of any check by Defendant would be a representation that the Defendant's bank account had sufficient monies to cover the amount of each check being presented by Defendant to Plaintiff.

33. Defendant, by presenting the checks alleged above represented that each check would be honored when presented by Plaintiff to Defendant's banks.

34. Defendant knew at the time that he presented each of the checks that each check was backed by insufficient funds and that his representation was in fact materially false. The representations concerned the Defendant's financial condition.

35. Plaintiff justifiably relied on Defendant's representations.

36. Defendant made the representations with the intention of deceiving Plaintiff.

37. Plaintiff sustained the losses and damages referenced hereinabove as the proximate result of those misrepresentations.

38. In addition, Defendant knew that each check was backed by insufficient funds and that Defendant knew or intended that he would not honor either check himself.

39. Plaintiff has been damaged in the amount of not less than U.S. \$3,307,397.50, plus interest.

40. Based upon the foregoing, Plaintiff requests an order declaring the above-referenced debt nondischargeable pursuant to 11 U.S.C. § 523(a)(2)(B).

THIRD CLAIM FOR RELIEF:
NONDISCHARGEABILITY OF DEBT UNDER 11 U.S.C. § 523(a)(6)

41. Plaintiff realleges and incorporate by reference paragraphs 1 through 22 as though set forth in full herein.

42. Plaintiff entered into an agreement with Defendant under which Plaintiff allowed Defendant to patronize Plaintiff's club, to gamble there and to utilize Plaintiff's checking privileges. In exchange for the gambling and check writing privileges to enable the Defendant to take part in the

gaming, it was agreed between the parties that presentation of any check by Defendant would be a representation that the Defendant's bank account had sufficient monies to cover the amount of the check being presented by Defendant to Plaintiff.

43. As set forth above, Defendant represented that the Bank of America check he presented to Plaintiff on or about May 27, 1998, was backed by sufficient funds. Further, as alleged above, Defendant represented that the Citibank check he presented to Plaintiff on or about May 29, 1998, was backed by sufficient funds. In fact, each of Defendant's representations was false. At the time Defendant presented the May 27th check to Plaintiff, Defendant had presented checks drawn on the same bank account to one or more gaming establishments and/or casinos. Defendant also knew that all of his companies and/or subsidiaries had not been profitable for a period of time and that he was owed monies by some of his companies and subsidiaries. Defendant also knew that he lacked financial resources necessary to make either the Bank of America check or the Citibank check good. Notwithstanding this knowledge, Defendant patronized Plaintiff's place of business on or about May 27, 1998, gambled and lost the sum of U.S. \$2,687,260.00 which was all due and payable to Plaintiff. Likewise, despite this knowledge, Defendant patronized Plaintiff's place of business once again on or about May 29, 1998, gambled and lost

the sum of U.K. Pounds Sterling £375,000.00, which at the prevailing exchange rate at the time of 1.6537 U.S. dollars per U.K. Pounds Sterling amounted to U.S. \$620,137.50, which was all due and payable to Plaintiff. Defendant presented the Bank of America check and the Citibank check referenced hereinabove with the knowledge that each check was a bad check. Defendant's actions were voluntary in that he was not compelled to present checks and he was not compelled to gamble. Defendant's action was intentional and deliberate. Defendant's actions were reckless considering his companies' and his financial condition.

44. Defendant intended that his actions, the presentation of the bad checks and the gambling, occur. Defendant intended the consequences of his action, the presentment of the bad checks, the gambling, and the subsequent dishonor of the checks.

45. As set forth hereinabove, Defendant's actions caused injury to Plaintiff.

46. Based upon the foregoing, Plaintiff requests that the Court enter an order declaring the above-referenced debt nondischargeable pursuant to 11 U.S.C. § 523(a)(6).

PRAYER FOR RELIEF

Wherefore, Plaintiff prays that the Court:

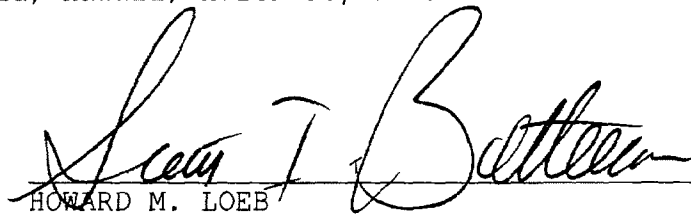
A. Grant Plaintiff a money judgment in the amount of U.S. \$3,307,397.50, plus interest;

B. Order that Defendant's indebtedness to Plaintiff constitutes a nondischargeable debt pursuant to 11 U.S.C. § 523(a)(2)(A), § 523(a)(2)(B), and § 523(a)(6).

C. Grant attorneys fees incurred in this action according to proof; and

D. Grant judgment for such other and further relief as the Court deems just and proper.

Dated: Honolulu, Hawaii; March 18, 1999.

Handwritten signatures of Howard M. Loeb and Scott I. Batterman in cursive script, written over a horizontal line.

HOWARD M. LOEB
STEVEN R. FOX
SCOTT I. BATTERMAN
Attorneys for Plaintiff
ASPINALL'S CLUB LIMITED

FD-18198

29-5-78

Master

Branch

Pay

the sum of

Five Hundred and Fifty Thousand and No/100ths

Name S. SUMANTO

AC No 0704285027

£375,000

NATIONAL TRUST BANK OF THE PHILIPPINES

Bank of America

KAFFEEY BRANCH

SINGAPORE

27 May 98

ASSESSMENT

Two Million Six Hundred and Eighty Two Thousand and No/100ths

Two Million Six Hundred and Eighty Two Thousand and No/100ths

2687260

SUMANTO SA

Exhibit "A"

TOTAL P. 14

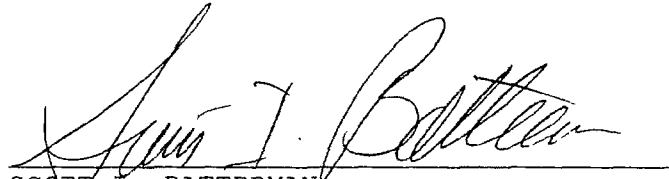
EXHIBIT A

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was duly mailed, postage prepaid to the following at their last known addresses on March 18, 1999:

MR. SUKAMTO SIA
1088 Bishop St., PH
Honolulu, Hawaii 96813
DEBTOR

JERROLD K. GUBEN, ESQ.
Reinwald O'Connor and Playdon
Makai Tower, 24th Floor
733 Bishop Street
Honolulu, Hawaii 96813
ATTORNEY FOR DEBTOR

A handwritten signature in cursive script, appearing to read "Scott I. Batterman", is written over a horizontal line.

SCOTT I. BATTERMAN
Attorneys for Plaintiff
ASPINALL'S CLUB LIMITED

Of Counsel:

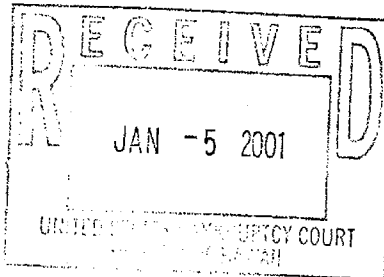
BENDET, FIDELL, SAKAI & LEE
A LAW CORPORATION

SCOTT I. BATTERMAN 5017-0
1500 Davies Pacific Center
841 Bishop Street, Suite 1600
Honolulu, Hawaii 96813
Telephone No: (808) 524-0544

HOWARD M. LOEB
LOEB KOSACZ & SUNDBERG, LLP
2801 Townsgate Road, Suite 209
Westlake Village, California 91361
Telephone: (805) 777-7240

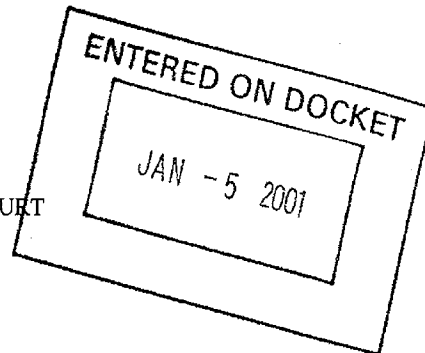
STEVEN R. FOX
LAW OFFICES OF STEVEN R. FOX
17835 Ventura Boulevard, Suite 206
Encino, California 91316
Telephone: (818) 774-3545

Attorneys for Plaintiffs



FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII

01 JAN -5 AM 11:23



UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII

In re

SUKAMTO SIA, etc.

Debtor.

ASPINALL'S CLUB, LIMITED,

Plaintiff,

vs.

SUKAMTO SIA, etc.,

Defendant.

LONDON CLUBS INTERNATIONAL, PLC,

Plaintiff,

vs.

SUKAMTO SIA, etc.,

Defendant.

Case No. 98-04912
(Chapter 7)

Adversary No. 99-0027 and
Adversary No. 99-0028
(Consolidated)

STIPULATED JUDGMENT IN ADVERSARY NO. 99-0027

DATE: August 28, 2000
TIME: 9:30 A.M.
JUDGE: HON. LLOYD KING

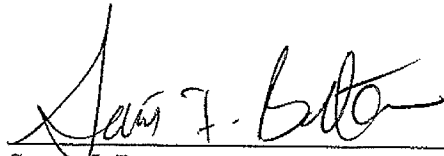
STIPULATED JUDGMENT IN ADVERSARY NO. 99-0027

Pursuant to the stipulation in open Court between the parties on August 28, 2000, that (a) as to the cause of action under 11 U.S.C. § 523(a)(2)(A) set forth in the Complaint, all of the factual elements required have been demonstrated in Plaintiff Aspinall's Club Limited's Motion For Entry Of Judgment By Default In Adversary No. 99-0027 filed on July 27, 2000, by the Declarations and Exhibits submitted in support of the Motion and by the factual allegations in the Complaint which have been deemed to be true by the Court's striking of the answer, and by Plaintiffs' Request for Admissions which have been deemed admitted, and the legal elements required pursuant to 11 U.S.C. § 523(a)(2)(A) and applicable case law have been met; and (b) as to the cause of action under 11 U.S.C. § 523(a)(6) set forth in the Complaint, all of the factual elements required have been demonstrated in the Motion for Entry of Judgment by Default, by the Declarations and Exhibits submitted in support of the Motion and by the factual allegations in the Complaint which have been deemed to be true by the Court's striking of the answer, and by Plaintiffs' Request for Admissions which have been deemed admitted; and the legal elements required pursuant to 11 U.S.C. § 523(a)(6) and applicable case law have been met;

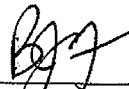
IT IS HEREBY STIPULATED AND AGREED that Plaintiff ASPINALL'S CLUB, LIMITED shall have judgment against Defendant SUKAMTO SIA, formerly known as Sukarman Sukamto, pursuant to 11 U.S.C. § 523(a)(2)(A) and (a)(6) in the principal amount of \$3,307,397.50, together with prejudgment interest of \$553,694.58 through August 28, 2000, per diem interest of \$724.91 from August 28, 2000 until the entry of judgment, and further interest thereon from and after the date of this Judgment as provided by law at the current legal rate, along with \$20,000 of attorneys' fees previously awarded and costs to be determined following

the filing of a Bill of Costs, and that Plaintiff have execution therefor; and that the amounts awarded to Plaintiff ASPINALL'S CLUB, LIMITED are hereby declared to be nondischargeable in bankruptcy.

Dated: Honolulu, Hawaii, _____

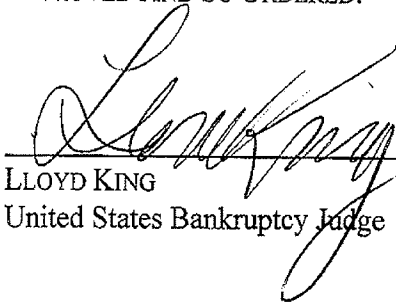


SCOTT I. BATTERMAN
HOWARD M. LOEB
STEVEN R. FOX
Attorneys for Plaintiff



JOHN FRANCIS PERKIN
BRANDEE J. FARIA
Attorneys for Defendant

APPROVED AND SO ORDERED:



LLOYD KING
United States Bankruptcy Judge

JAN 05 2001

Adversary Nos. 99-0027 and 99-0028(Consolidated)
ASPINALL'S CLUB, LIMITED vs. SUKAMTO SIA, fka Sukarman Sumamto; LONDON CLUBS
INTERNATIONAL, plc. vs. SUKAMTO SIA, fka Sukarman Sumamto
STIPULATED JUDGMENT IN ADVERSARY NO. 99-0027

SCOTT I. BATTERMAN, Esq.
1500 DAVIES PACIFIC CENTER
841 BISHOP STREET
HONOLULU, HI 96813

HOWARD M. LOEB, Esq.
2801 TOWNSGATE ROAD, SUITE 209
ENCINO, CA 91316

STEVEN R. FOX, Esq.
17835 VENTURA BLVD., SUITE 206
ENCINO, CA 91316

JOHN FRANCIS PERKIN, Esq.
LYLE S. HOSODA, Esq.
DAVID C. TANABE, Esq.
SUITE 2440, MAUKA TOWER
737 BISHOP STREET
HONOLULU, HI 96813

*city/zip code incorrect
forwarded to current
address 1/18/01
(see attached)*

CERTIFICATION OF SERVICE
I HEREBY CERTIFY THAT THE ATTACHED
ORDER/JUDGMENT WAS MAILED ON
1/5/01, TO THE ABOVE
NAMED PARTIES IN INTEREST.


DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII
1132 BISHOP STREET, SUITE 250-L
HONOLULU, HAWAII 96813

*Forwarded to the
corrected city/zip code*

HOWARD M. LOEB, Esq.
2801 TOWNSGATE ROAD, SUITE 209
WESTLAKE, CA 91361

CERTIFICATION OF SERVICE
I HEREBY CERTIFY THAT THE ATTACHED
ORDER/JUDGMENT WAS MAILED ON
11/18/01, TO THE ABOVE
NAMED PARTIES IN INTEREST.

Joni Nakano
DEPUTY CLERK

Of Counsel:

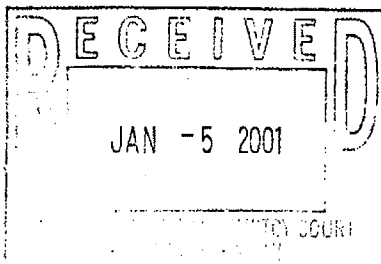
BENDET, FIDELL, SAKAI & LEE
A LAW CORPORATION

SCOTT I. BATTERMAN 5017-0
1500 Davies Pacific Center
841 Bishop Street, Suite 1600
Honolulu, Hawaii 96813
Telephone No: (808) 524-0544

HOWARD M. LOEB
LOEB KOSACZ & SUNDBERG, LLP
2801 Townsgate Road, Suite 209
Westlake Village, California 91361
Telephone: (805) 777-7240

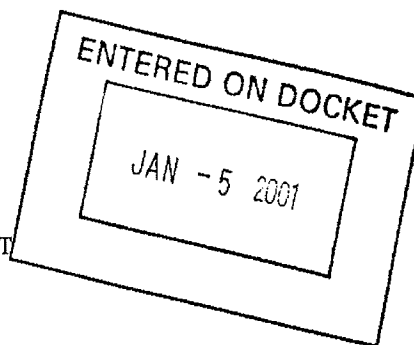
STEVEN R. FOX
LAW OFFICES OF STEVEN R. FOX
17835 Ventura Boulevard, Suite 206
Encino, California 91316
Telephone: (818) 774-3545

Attorneys for Plaintiffs



FILED
U.S. BANKRUPTCY COURT
DISTRICT OF HAWAII

01 JAN -5 AM 11:23



UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII

In re

SUKAMTO SIA, etc.

Debtor.

ASPINALL'S CLUB, LIMITED,

Plaintiff,

vs.

SUKAMTO SIA, etc.,

Defendant.

LONDON CLUBS INTERNATIONAL, PLC,

Plaintiff,

vs.

SUKAMTO SIA, etc.,

Defendant.

Case No. 98-04912
(Chapter 7)

Adversary No. 99-0027 and
Adversary No. 99-0028
(Consolidated)

STIPULATED JUDGMENT IN ADVERSARY No. 99-0028

DATE: August 28, 2000
TIME: 9:30 A.M.
JUDGE: HON. LLOYD KING

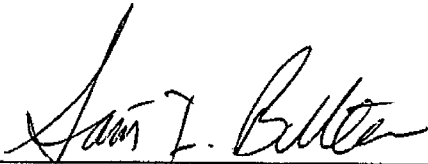
STIPULATED JUDGMENT IN ADVERSARY NO. 99-0028

Pursuant to the stipulation in open Court between the parties on August 28, 2000, that (a) as to the cause of action under 11 U.S.C. § 523(a)(2)(A) set forth in the Complaint, all of the factual elements required have been demonstrated in Plaintiff London Clubs International, plc's Motion For Entry Of Judgment By Default In Adversary No. 99-0028 filed on July 27, 2000, by the Declarations and Exhibits submitted in support of the Motion and by the factual allegations in the Complaint which have been deemed to be true by the Court's striking of the answer, and by Plaintiffs' Request for Admissions which have been deemed admitted, and the legal elements required pursuant to 11 U.S.C. § 523(a)(2)(A) and applicable case law have been met; and (b) as to the cause of action under 11 U.S.C. § 523(a)(6) set forth in the Complaint, all of the factual elements required have been demonstrated in the Motion for Entry of Judgment by Default, by the Declarations and Exhibits submitted in support of the Motion and by the factual allegations in the Complaint which have been deemed to be true by the Court's striking of the answer, and by Plaintiffs' Request for Admissions which have been deemed admitted; and the legal elements required pursuant to 11 U.S.C. § 523(a)(6) and applicable case law have been met;

IT IS HEREBY STIPULATED AND AGREED that Plaintiff LONDON CLUBS INTERNATIONAL, PLC shall have judgment against Defendant SUKAMTO SIA, formerly known as Sukarman Sukamto, pursuant to 11 U.S.C. § 523(a)(2)(A) and (a)(6) in the principal amount of \$2,135,250.00, together with prejudgment interest of \$357,084.00 through August 28, 2000, per diem interest of \$468.00 from August 28, 2000 until the entry of judgment, and further interest thereon from and after the date of this Judgment as provided by law at the current legal rate, along with \$20,000 of attorneys' fees previously awarded and costs to be determined following

the filing of a Bill of Costs, and that Plaintiff have execution therefor; and that the amounts awarded to Plaintiff LONDON CLUBS INTERNATIONAL, PLC are hereby declared to be nondischargeable in bankruptcy.

Dated: Honolulu, Hawaii, _____

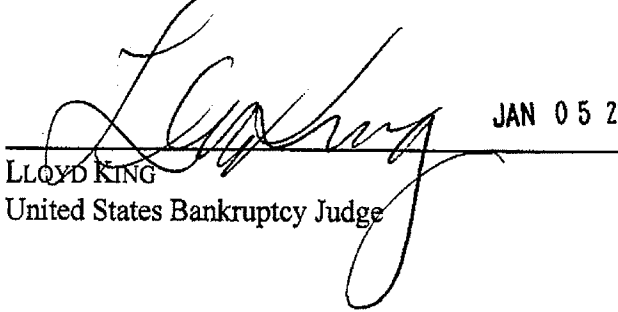


SCOTT I. BATTERMAN
HOWARD M. LOEB
STEVEN R. FOX
Attorneys for Plaintiff



JOHN F. PERKIN
BRANDEE J. FARIA
Attorneys for Defendant

APPROVED AND SO ORDERED:



JAN 05 2001

LLOYD KING
United States Bankruptcy Judge

Adversary Nos. 99-0027 and 99-0028(Consolidated)
ASPINALL'S CLUB, LIMITED vs. SUKAMTO SIA, fka Sukarman Sumamto; LONDON CLUBS
INTERNATIONAL, plc. vs. SUKAMTO SIA, fka Sukarman Sumamto
STIPULATED JUDGMENT IN ADVERSARY NO. 99-0028

SCOTT I. BATTERMAN, Esq.
1500 DAVIES PACIFIC CENTER
841 BISHOP STREET
HONOLULU, HI 96813

HOWARD M. LOEB, Esq.
2801 TOWNSGATE ROAD, SUITE 209
ENCINO, CA 91316

STEVEN R. FOX, Esq.
17835 VENTURA BLVD., SUITE 206
ENCINO, CA 91316

JOHN FRANCIS PERKIN, Esq.
LYLE S. HOSODA, Esq.
DAVID C. TANABE, Esq.
SUITE 2440, MAUKA TOWER
737 BISHOP STREET
HONOLULU, HI 96813

*city/zip code
incorrect
- Forwarded to
current address
1/18/01
(see attached)*

CERTIFICATION OF SERVICE
I HEREBY CERTIFY THAT THE ATTACHED
ORDER/JUDGMENT WAS MAILED ON
1/15/01, TO THE ABOVE
NAMED PARTIES IN INTEREST.

Joni Nakano
DEPUTY CLERK

TED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII
1132 BISHOP STREET, SUITE 250-L
HONOLULU, HAWAII 96813

*Forwarded to the
corrected city/zip code*

HOWARD M. LOEB, Esq.
2801 TOWNSGATE ROAD, SUITE 209
WESTLAKE, CA 91361

CERTIFICATION OF SERVICE
I HEREBY CERTIFY THAT THE ATTACHED
ORDER/JUDGMENT WAS MAILED ON
1/18/01, TO THE ABOVE
NAMED PARTIES IN INTEREST.


DEPUTY CLERK